

IN AND FOR THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

FILED
IN THE DISTRICT COURT

RUSSELL GAGE,)
Plaintiff,)
v.)
COLUMBIA INSURANCE GROUP,)
a foreign for Profit Insurance Corporation.)
Defendant.)

JAN 30 2014

POTTAWATOMIE COUNTY, OK
RETA HEAD, COURT CLERK
BY _____ DEPUTY

Case No. CJ-2014-46

PETITION

The Plaintiff, Russell Gage ("Plaintiff" or "Gage"), for his Amended Petition against the Defendant, Columbia Insurance Group ("Defendant") alleges and states:

PARTIES

1. Plaintiff is a citizen of the State of Oklahoma and a resident of Cleveland County. The automobile accident that gives rise to this action occurred in Pottawatomie County.
2. Columbia Insurance Group is a foreign corporation with its principal place of business in the State of Missouri. Columbia Insurance Group is licensed to conduct business in the State of Oklahoma and issued an uninsured/underinsured motorist insurance policy ("UM policy") which provided UM coverage for Mr. Gage at the time of the subject accident described herein.

FACTS

3. On or about February 2, 2009, Mr. Gage was injured in an automobile accident when the automobile he was driving was hit from behind at high speed by a vehicle driven by Richard Vanbuskirk. Mr. Gage suffered bodily injury, loss of income/economic opportunity, and pain and suffering as a result.

4. Mr. Gage suffered physical and economic injuries which exceeded the amount of Mr. Vanbuskirk's insurance policy. Mr. Vanbuskirk's insurance company tendered its insurance policy limits. As such, Defendant, Columbia Insurance Group is contractually bound to tender monetary benefits to Mr. Gage.

5. Mr. Gage has made a claim with Defendant, Columbia Insurance Group or UM benefits under the UM policy. Defendant, Columbia Insurance Group has not made any tender of UM benefits to Mr. Gage.

FIRST CAUSE OF ACTION

Breach of Contract

6. Columbia Insurance Group is on notice of the subject accident. Notwithstanding, Columbia Insurance Group has not denied Plaintiff's UM policy claim.

7. Plaintiff properly submitted his claim. Columbia Insurance Group intentionally, unreasonably, and wrongfully investigated and adjusted the claim, and wrongfully denied payment for contents and real property which were due and owing Plaintiff.

8. The acts and omissions of Columbia Insurance Group in the investigation, evaluation and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

SECOND CAUSE OF ACTION

Bad Faith

9. Plaintiff properly submitted his claim to Columbia Insurance Group . Columbia Insurance Group intentionally, unreasonably and wrongfully investigated and adjusted the claim and wrongfully denied payment due and owing to Plaintiff.

10. Columbia Insurance Group investigation was biased from the outset. Columbia Insurance Group prejudged Plaintiff's claim and searched for reasons to deny it.

11. Columbia Insurance Group conduct constitutes bad faith for which extra-contractual damages are hereby sought.

12. The conduct of Columbia Insurance Group was reckless and intentional and designed solely to deprive Plaintiff of the insurance benefits to which he was entitled. Columbia Insurance Group is aware of its wrongful denial of Plaintiff's claim. Accordingly, the actions of Columbia Insurance Group warrant the imposition of punitive damages, to punish Columbia Insurance Group and to deter others from like conduct.

WHEREFORE, the Plaintiff, Russell Gage, prays for judgment against Columbia Insurance Group, for an amount in excess of \$75,000, punitive damages in an amount in excess of \$75,000 together with costs, including attorney's fees, and any other relief this Court deems just and reasonable.

Respectfully submitted,



S. Corey Stone, OBA No. 22729
Jim Cole Pettis OBA No. 16967
PETTIS & STONE
320 North Broadway
Shawnee, Oklahoma 74801
Telephone: 405-275-9487
Facsimile: 405-395-9520
Email: pettisstone@gmail.com
ATTORNEYS FOR PLAINTIFF

**ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED**